



Mercedes-Benz

Star Diagnosis purchase information for the Independent Service Provider





Star Diagnosis purchase information for the Independent Service Provider

This document will assist you with the needed information on:

- How to order
- How to fill out the required paperwork

Contained within this document, you will find:

- A link to the brochure for the Compact⁴ (two variations)
- Order forms
- Standard Purchase Agreement



Where to mail your completed paperwork

- Mail the completed forms (all eleven pages of the purchase agreement must be sent in with your order) along with certified funds (money order or a bank check) via FedEx/UPS/DHL or Certified US Postal delivery.
- All orders for Star Diagnosis equipment **must** include sales tax relevant to your location.

Mail to:

Mercedes-Benz USA

1 Mercedes Drive

Montvale, New Jersey 07645

Attention: Dealer Workshop Services



Ordering Process

- Once your order is received here at Mercedes-Benz USA and has been placed by us to Germany, you will receive a letter of confirmation and a signed copy of the purchase agreement for your records.
- Star Diagnosis systems are built to order and build times normally run between 60-90 days. Once built, Mercedes-Benz USA will receive your shipment from Germany, update it with the latest software and then ship it to you. All purchases are shipped with a user manual.
- When you receive your Star Diagnosis system you'll then receive monthly mailings for 2 years (no updates in December) of software updates. After the 2 year period expires you can renew your software subscription as indicated in the purchase agreement if you choose. However, if you choose not to re-subscribe to the software, it (Diagnostic S/W) will expire within 90 days of the last installation.



Software Updates

- As explained in the previous slide, diagnostic software will expire after 90 days of being installed.
- Should you decide you no longer wish to subscribe to further software updates, let MBUSA know within 90 days of your subscription expiring and we can order from Germany a CD that will “lock” your diagnostic software at the last installed date.
- Should you decide at a later date that you wish to subscribe to the software again though, please note that before new software is capable of being installed you must return your Star Diagnosis system to Germany to allow the unit to be “unlocked” to accept the new software. This process is done at the system owner’s expense and will include all labor, shipping and parts as needed.



Support

- All Star Diagnosis systems have a 3 years warranty. Should a hardware/software issue arise during the warranty period there is a Star Diagnosis Support Desk that can be reached by calling (201-505-4630). The help desk is open 9AM to 5PM eastern time.
- The help desk will resolve your problem over the phone or, should the unit need repair, a replacement unit will be ordered from Germany.
- All cables are considered consumable and are not covered under warranty.



Links to brochures for Compact⁴

- Copy the url shown below into your web browser to view the Compact⁴ Star Diagnostic unit.

<http://www.startekinfo.com/StarTek/outside/9528/?requestedDocId=9528>






Instructions for filling out the order form and purchase agreement

- Please be sure to completely fill out the order form and purchase agreement as shown in the following pages.
- Please pay special attention to pages 1, 4, 5 and 9 of the purchase agreement and be sure to completely fill in the needed information. All 11 pages of the contract must be sent in with your order.
- The next few pages of this document will give you specific instructions as to how to fill out the order form and purchase agreement.



Filling out the order form and purchase agreement



Mercedes-Benz

Order Form (Aftermarket Customers) Star Diagnosis Hardware

To: MBUSA, LLC

Ordered By: _____ Date: _____

Street: _____ City, State, Zip: _____ Sales Tax Ident. No.: _____

Phone: _____ Fax: _____ Remark: _____

Customer Code: 205 / - - - - - Contact Person: _____

Delivery Address

Ship to: _____

Street: _____ City, State, Zip: _____

Remark: _____

Hardware Version:

Order Number:	Item Description	QTY	Single Price	Total Price (multiply single price by QTY)
6511 7520 13	Star Diagnosis Compact* with SDconnect Multiplexer - Passenger Cars		\$20,232.00	
6511 7570 13	Star Diagnosis Compact*MT with SDconnect multiplexer - Passenger Cars		\$26,310.00	
	Sales Tax			
	Total			

Each **STAR DIAGNOSIS Compact*** or **Compact* MT** order includes a one time WIS license fee. The order also includes 11 software updates of DAS and WIS.

The software update subscription must be renewed prior to receiving the 11th update in order for the software update service to continue without interruption. The yearly fee for the subsequent year(s) for the software update subscription is \$7,270.00 for the Compact systems.

Signature: _____ Date: _____

Please print clearly and neatly on this form

001 Aftermarket Order Form
Rev. 11/2009

Mercedes-Benz (USA), LLC
Mercedes, NJ 07066

Page 1
Version 1

- **Filing out the order form**

- **Your Data:** Fill in your name or company name, address, phone & fax numbers, email address and contact person. Customer code can be left blank.


- **Delivery Address:** Fill this in if you wish to have your unit shipped to another address.

- **Hardware Version:** Indicate your equipment selection & quantity. Make sure to indicate total price, **tax** (which is calculated from the state where the order is placed from) and total.

- **Signature and date:** Sign and date where indicated at the bottom of the order form.



Filling out the order form and purchase agreement



EQUIPMENT PURCHASE AGREEMENT

THIS EQUIPMENT PURCHASE AGREEMENT (hereinafter "Agreement") is made and entered into this ____ day of _____, 2008 by and between (hereinafter "Customer") and Mercedes-Benz USA, LLC (hereinafter "MBUSA"), a Delaware corporation having an address at One Mercedes Drive, Montvale, NJ 07645;

WHEREAS, MBUSA has obtained an interest in certain compact diagnostic equipment to be used in connection with the service and repair of Mercedes-Benz vehicles which diagnostic equipment is more specifically described in Attachment A hereto (hereinafter "Equipment");

WHEREAS, the Star Diagnosis System Software sub-licensed to Customer by MBUSA pursuant to a License Agreement executed simultaneously herewith is resident on the Equipment;

WHEREAS, Customer wishes to purchase the specific Equipment, listed on Attachment B hereto, for use in connection with its providing vehicle diagnostics in connection with its Mercedes-Benz vehicle related business.

THEREFORE, the parties hereto agree as follows:

1. **Equipment & Price.** MBUSA hereby agrees to sell and Customer hereby agrees to purchase the Equipment identified on Attachment B. The purchase price for the Equipment shall be the per unit amounts set forth on Attachment A for the Equipment to be purchased.
2. **Installation.** The Customer shall be responsible for placing each item of Equipment in the location specified by the Customer and shall be responsible for installation of the Equipment in accordance with the instructions provided by the manufacturer of the Equipment.
3. **Warranties.** MBUSA WARRANTS THAT THE EQUIPMENT (EXCLUDING CABLES) SHALL BE FREE FROM SUBSTANTIAL DEFECT IN MATERIAL OR WORKMANSHIP UNDER NORMAL USE AND SERVICE FOR THE TERM OF THIS AGREEMENT (HEREINAFTER "WARRANTY PERIOD"). MBUSA WILL REPAIR OR REPLACE, IN ITS DISCRETION, ANY EQUIPMENT WHICH PROVES TO BE DEFECTIVE IN MATERIAL OR WORKMANSHIP DURING THE WARRANTY PERIOD WITHOUT CHARGE. THE FOREGOING NOTWITHSTANDING, THIS WARRANTY DOES NOT COVER: (1) REPAIRS OR REPLACEMENTS COSTING LESS THAN \$160.00; (2) EQUIPMENT WHICH HAS BEEN SUBJECT TO ANY DAMAGE, ABUSE, MISUSE, SUBJECT TO UNAUTHORIZED REPAIR ATTEMPTS OR OPERATED OTHER THAN IN ACCORDANCE WITH APPLICABLE USE INSTRUCTIONS, OR (3) DOES NOT

- Filing out page 1 of the purchase agreement

- Please print the date and your company's name where indicated.



Filling out the order form and purchase agreement

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(b) This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of Customer and MBUSA. The parties hereto agree that the terms, conditions and prices contained herein will prevail notwithstanding any variations or additional terms on any orders or other notification submitted by the Customer.

(c) No failure to exercise, and no delay in exercising, on the part of either party, any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege hereunder preclude further exercise of the same right or the exercise of any other right thereunder.

(d) If any part of this Agreement shall be adjudged by any court of competent jurisdiction to be invalid, such judgment will not affect or nullify the remainder of the Agreement, but the effect thereof will be confined to the part immediately involved in the controversy adjudged.

(e) This Agreement shall be deemed to have been made in and shall be construed pursuant to the laws of the State of New Jersey.

IN WITNESS WHEREOF, this Agreement is hereby executed as of the date first above set forth.

MERCEDES-BENZ USA, LLC

(print Customer name)

By: _____ By: _____

(print name & title) (print name & title)

(date) (date)

Attest: _____ Attest: _____


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87 agreement SD5 Purchase Agreement.doc 6/6/10

- **Filing out page 4 of the purchase agreement**
- ***Print customer name:*** Print your name or your company name here
- ***By:*** Please sign your name here
- ***Print name and title:*** Print your name and title here
- ***Date:*** Please print the date here
- ***Attest:*** Please have a witness sign where indicated
- ***Mercedes-Benz USA, LLC:*** Leave the area under this heading blank



Filling out the order form and purchase agreement



STAR DIAGNOSIS SYSTEM LICENSE AGREEMENT

This Agreement, made as of _____, _____, 2008 by and between _____, a _____ having an address at _____ (hereinafter "Licensee") and Mercedes-Benz USA, LLC ("MBUSA") a Delaware corporation having an address at One Mercedes Drive, Montvale, NJ 07645.

WHEREAS, MBUSA is a sub-licensee of Daimler Aktiengesellschaft ("DAG") with respect to certain proprietary computer software programs and concomitant documentation and subsequent amendments thereto and all other rights to the programs and documentation of DAG with respect to a diagnostics system for Mercedes-Benz vehicles entitled the Star Diagnosis System (hereinafter "Software") which is resident on compact diagnostic equipment sold by MBUSA to Licensee pursuant to the terms of a separate Agreement of Sale; and

WHEREAS, Licensee wishes to obtain the right to use the Software pursuant to this License Agreement for use in connection with its providing vehicle diagnostics for Mercedes-Benz vehicles solely in connection with its business;

THEREFORE, the parties hereto hereby agree as follows:

1. MBUSA hereby grants to Licensee a non-exclusive, non-assignable and non-transferable right to use the Software solely during the term of this Agreement only in connection with the Licensee's providing maintenance and repair service for Mercedes-Benz vehicles.
2. Licensee hereby agrees and acknowledges that the Software is confidential and proprietary to DAG and its sub-licensee MBUSA and that the disclosure, transfer or assignment of the Software to any third parties shall cause DAG and/or MBUSA irreparable harm. Accordingly, Licensee hereby agrees that it shall maintain the Software as confidential, proprietary, trade secret information and shall not transfer, allow unauthorized third parties access to or assign the Software and/or any equipment in which it is resident. Licensee further agrees that the damage which would be sustained by MBUSA and DAG from the unauthorized transfer or assignment of the Software to any unauthorized third party or granting unauthorized third party access to the Software or Licensee's failure to maintain the confidentiality of the Software is not readily calculable and therefore agrees that it, upon such intentional or unintentional transfer or assignment of the Software to a third party or granting of access to unauthorized third parties to the Software, or its breach of the confidentiality obligation hereunder it shall pay to MBUSA liquidated damages in the sum of Twenty Five Thousand (\$25,000) Dollars which the parties hereto agree to be reasonable compensation and not a penalty. Licensee further agrees that the liquidated damages shall be in addition to any actual provable damages or equitable rights MBUSA and/or DAG might have in connection with the enforcement of this Agreement.

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c:\agreements\SDS Purchase Agreement.doc dpl/11 06/10/08

- Filing out page 5 of the purchase agreement
- Please print month and date
- Please print your name or company name
- Please print your address



Filling out the order form and purchase agreement

15. This Agreement is not intended, nor will it be deemed or construed, to create or confer any rights, including, by way of example, but not limitation, third party beneficiary rights, to any person or entity other than Licensee and MBUSA.

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey and is hereby entered into on _____, 2008.

IN WITNESS WHEREOF, this Agreement is hereby executed as of the date first above set forth.

_____	MERCEDES-BENZ USA, LLC
By: _____	By: _____
(print name & title)	(print name & title)
(date)	(date)
Attest: _____	Attest: _____

\\agreements\SDS Purchase Agreement.doc 6/10/08

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06/10/08

- **Filing out page 9 of the purchase agreement**
- Please print the date in two places where indicated
- Please print your name or company name on the line to the left of **Mercedes-Benz USA, LLC**
- **By:** Please sign your name here
- **Print name & title:** Print your name and title here
- **Attest:** Please have a witness sign where indicated

- **Mercedes-Benz USA, LLC:** Leave the area under this headings blank



Shipment of order forms

- Mail the completed form (**all 11 pages**) with **certified funds** (do not forget to include sales tax relevant to your location) FedEx/UPS/DHL or Certified US Postal delivery to:

Mercedes-Benz USA, LLC

1 Mercedes Drive

Montvale, NJ 07645

Attention: Dealer Workshop Services

EQUIPMENT PURCHASE AGREEMENT

THIS EQUIPMENT PURCHASE AGREEMENT (hereinafter "Agreement") is made and entered into this ____ day of _____, 20__ by and between _____, a _____ Company having an address at _____ (hereinafter "Customer") and Mercedes-Benz USA, LLC (hereinafter "MBUSA"), a Delaware limited liability company having an address at One Mercedes Drive, Montvale, NJ 07645;

WHEREAS, MBUSA has obtained an interest in certain compact diagnostic equipment to be used in connection with the service and repair of Mercedes-Benz vehicles which diagnostic equipment is more specifically described in Attachment A hereto (hereinafter "Equipment");

WHEREAS, the Star Diagnosis System Software sub-licensed to Customer by MBUSA pursuant to a License Agreement executed simultaneously herewith is resident on the Equipment;

WHEREAS, Customer wishes to purchase the specific Equipment, listed on Attachment B hereto, for use in its providing vehicle diagnostics in connection with its Mercedes-Benz vehicle related business.

THEREFORE, the parties hereto agree as follows:

1. Equipment & Price. MBUSA hereby agrees to sell and Customer hereby agrees to purchase the Equipment identified on Attachment B. The purchase price for the Equipment shall be the per unit amounts set forth on Attachment A for the Equipment to be purchased.

2. Installation. The Customer shall be responsible for placing each item of Equipment in the location specified by the Customer and shall be responsible for installation of the Equipment in accordance with the instructions provided by the manufacturer of the Equipment.

3. Warranties. **MBUSA WARRANTS THAT THE EQUIPMENT (EXCLUDING CABLES) SHALL BE FREE FROM SUBSTANTIAL DEFECT IN MATERIAL OR WORKMANSHIP UNDER NORMAL USE AND SERVICE FOR THE TERM OF THIS AGREEMENT (HEREINAFTER "WARRANTY PERIOD"). MBUSA WILL REPAIR OR REPLACE, IN ITS SOLE DISCRETION, ANY EQUIPMENT WHICH PROVES TO BE DEFECTIVE IN MATERIAL OR WORKMANSHIP DURING THE WARRANTY PERIOD WITHOUT CHARGE. THE FOREGOING NOTWITHSTANDING, THIS WARRANTY DOES NOT COVER; (1) REPAIRS OR REPLACEMENTS COSTING LESS THAN \$160.00; (2) EQUIPMENT WHICH HAS BEEN SUBJECTED TO ANY DAMAGE, ABUSE, MISUSE, SUBJECTED TO UNAUTHORIZED REPAIR ATTEMPTS OR OPERATED OTHER THAN IN ACCORDANCE WITH APPLICABLE USE INSTRUCTIONS, OR (3) DOES NOT**



COVER EQUIPMENT WHICH HAS BEEN MODIFIED IN ANY WAY BY ANYONE OTHER THAN MBUSA OR ITS AUTHORIZED REPRESENTATIVES. THE REPRESENTATIONS AND WARRANTIES OF MBUSA SET FORTH IN THIS AGREEMENT WITH RESPECT TO THE EQUIPMENT, IF ANY, ARE IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY ON BEHALF MBUSA OR ANY OF ITS PARENT, AFFILIATE AND SUBSIDIARY ENTITIES OR THE EQUIPMENT MANUFACTURER INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE WITH RESPECT TO THE EQUIPMENT AND SAID OTHER REPRESENTATIONS AND WARRANTIES ARE HEREBY DISCLAIMED.

4. Maintenance. Customer shall be responsible for acquiring any maintenance or repair for the Equipment. Except for the repair work stated under the Limited Warranty as provided herein, MBUSA shall not supply or make available any maintenance or repair service for the Equipment.

5. Payment. Unless otherwise agreed in writing, payment of the Equipment shall be received by MBUSA prior to the delivery.

6. Taxes. Prices are exclusive of all federal, state, municipal or other political subdivision excise, sales, use, property, occupational or like taxes now in force or enacted in the future, and are therefore subject to an increase equal to any such taxes MBUSA may be required to collect or pay upon sale or delivery of the Equipment, except taxes based upon MBUSA's net income.

7. Terms of Shipment.

(a) All Equipment will be shipped to the Customer FOB, the manufacturer's facility or MBUSA's facility, as applicable. In the absence of specific instructions, the manufacturer or MBUSA will select the carrier, but the carrier will not be construed to be an agent of the manufacturer or MBUSA.

(b) MBUSA reserves the right to make partial shipments.

8. Security Interest. Customer hereby grants to MBUSA a security interest in the Equipment to secure full payment therefor. Customer agrees, upon request of MBUSA, to execute and deliver to MBUSA a financing statement and/or other document evidencing such security interest in a form satisfactory for filing with the appropriate government authorities.

9. Termination. MBUSA shall have the right, at its sole option, to terminate this Agreement in the event that any one of the following is not remedied within thirty (30) days of receipt by the Customer of notice thereof:

(a) Customer has not made financial arrangements for the purchase of the Equipment satisfactory to MBUSA;

(b) Customer neglects or fails to perform or observe any of its obligations hereunder; or

(c) If any assignment is made of Customer's business for the benefit of creditors, or if a petition in bankruptcy is filed by or against Customer, or if a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or part of its property or if Customer is adjudicated a bankrupt.

10. Limitation of Remedies.

(a) **THE SOLE REMEDIES FOR BREACH OF ANY AND ALL WARRANTIES AND THE SOLE REMEDIES TO CUSTOMER FOR MBUSA'S LIABILITY OF ANY KIND WITH RESPECT TO THE EQUIPMENT PROVIDED HEREUNDER AND ANY OTHER PERFORMANCE BY MBUSA UNDER OR PURSUANT TO THIS AGREEMENT SHALL BE LIMITED TO THE REMEDIES PROVIDED IN THE APPLICABLE WARRANTY PARAGRAPHS HEREOF. IN NO EVENT SHALL MBUSA'S LIABILITY TO THE CUSTOMER FOR DAMAGES OF ANY NATURE EXCEED THE TOTAL PURCHASE PRICE FOR THE EQUIPMENT IF THE LIABILITY RESULTS THEREFROM.**

(b) **THE CUSTOMER AGREES THAT MBUSA SHALL NOT BE LIABLE FOR ANY SPECIAL INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF PROFIT, REVENUE OR DATA EVEN IF MBUSA SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.**

(c) **THE CUSTOMER AGREES THAT MBUSA WILL NOT HAVE ANY RESPONSIBILITY FOR ANY EQUIPMENT OR SERVICE OR PARTS THEREFOR PROVIDED BY ANY PERSON OR ENTITY THAN MBUSA.**

11. Notices. Unless otherwise provided in this Agreement, any notice required or permitted hereunder to the parties hereto will be deemed to have been duly given if in writing and delivered personally or mailed by First Class, Registered or Certified Mail, postage prepaid; if to Customer, addressed to Customer at the address set forth above, and if to MBUSA, at the address set forth above, or such other address hereinafter specified in writing by MBUSA or Customer.

12. Miscellaneous.

(a) This Agreement is not assignable by Customer. Any such assignment shall be void.

(b) This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of Customer and MBUSA. The parties hereto agree that the terms, conditions and prices contained herein will prevail notwithstanding any variations or additional terms on any orders or other notification submitted by the Customer.

(c) No failure to exercise, and no delay in exercising, on the part of either party, any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege hereunder preclude further exercise of the same right or the exercise of any other right thereunder.

(d) If any part of this Agreement shall be adjudged by any court of competent jurisdiction to be invalid, such judgment will not affect or nullify the remainder of the Agreement, but the effect thereof will be confined to the part immediately involved in the controversy adjudged.

(e) This Agreement shall be deemed to have been made in and shall be construed pursuant to the laws of the State of New Jersey.

IN WITNESS WHEREOF, this Agreement is hereby executed as of the date first above set forth.

MERCEDES-BENZ USA, LLC

(print Customer name)

By: _____

(print name & title)

(date)

Attest:

By: _____

(print name & title)

(date)

Attest:

MERCEDES-BENZ USA, LLC

By: _____

(print name & title)

(date)

Attest:



STAR DIAGNOSIS SYSTEM LICENSE AGREEMENT

This Agreement, made as of _____, _____, 20__ by and between _____, a _____ having an address at _____ (hereinafter "Licensee") and Mercedes-Benz USA, LLC ("MBUSA") a Delaware limited liability company having an address at One Mercedes Drive, Montvale, NJ 07645.

WHEREAS, MBUSA is a sub-licensee of Daimler Aktiengesellschaft ("DAG") with respect to certain proprietary computer software programs and concomitant documentation and subsequent amendments thereto and all other rights to the programs and documentation of DAG with respect to a diagnostics system for Mercedes-Benz vehicles entitled the Star Diagnosis System (hereinafter "Software") which is resident on compact diagnostic equipment sold by MBUSA to Licensee pursuant to the terms of a separate Agreement of Sale; and

WHEREAS, Licensee wishes to obtain the right to use the Software pursuant to this License Agreement for use in connection with its providing vehicle diagnostics for Mercedes-Benz vehicles solely in connection with its business;

THEREFORE, the parties hereto hereby agree as follows:

1. MBUSA hereby grants to Licensee a non-exclusive, non-assignable and non-transferable right to use the Software solely during the term of this Agreement only in connection with the Licensee's providing maintenance and repair service for Mercedes-Benz vehicles.

2. Licensee hereby agrees and acknowledges that the Software is confidential and proprietary to DAG and its sub-licensee MBUSA and that the disclosure, transfer or assignment of the Software to any third parties shall cause DAG and/or MBUSA irreparable harm. Accordingly, Licensee hereby agrees that it shall maintain the Software as confidential, proprietary, trade secret information and shall not transfer, allow unauthorized third parties access to or assign the Software and/or any equipment in which it is resident. Licensee further agrees that the damage which would be sustained by MBUSA and DAG from the unauthorized transfer or assignment of the Software to any unauthorized third party or granting unauthorized third party access to the Software or Licensee's failure to maintain the confidentiality of the Software is not readily calculable and therefore agrees that it, upon such intentional or unintentional transfer or assignment of the Software to a third party or granting of access to unauthorized third parties to the Software, or its breach of the confidentiality obligation hereunder it shall pay to MBUSA liquidated damages in the sum of Twenty Five Thousand (\$25,000) Dollars which the parties hereto agree to be reasonable compensation and not a penalty. Licensee further agrees that the liquidated damages shall be in addition to any actual provable damages or equitable rights MBUSA and/or DAG might have in connection with the enforcement of this Agreement.

3. Licensee agrees to:



- (a) hold the Software in strict confidence;
- (b) disclose the Software only to Licensee's employees to which knowledge thereof is required to perform service to Mercedes-Benz vehicles;
- (c) refrain from and protect the Software from any reverse engineering, decompiling, disassembling or otherwise attempting to reconstruct or discover any secure code, underlying ideas, algorithms, file formats or programming interfaces of the Software or allowing any other party to attempt to do the same to the Software or any components thereof;
- (d) refrain from providing, renting, selling, leasing or otherwise transferring the Software to or granting access to the Software to any third party;
- (e) refrain from adapting, altering, modifying, translating or creating a derivation work thereof; and
- (f) refrain from removing, obliterating or canceling from view any product identification copyright or other notices from the Software.

4. This license shall be for the period of two (2) years from the date stated on page 5 hereof. MBUSA may from time-to-time during the term of the license offer modifications or enhancements to the Software at additional cost.

5. Licensee agrees to use its best commercial efforts to maintain all security and protection incorporated into the Software or provided by MBUSA for use in connection with the Software and to protect MBUSA's and DAG's rights in the Software.

6. The license fee payable by Licensee to MBUSA for the term of this Agreement shall be Two Hundred Thirty (\$230.00) Dollars and there shall be an update and content fee of Seven Thousand Two Hundred Seventy (\$7,270.00) Dollars, per year throughout the Term of this license, all of which shall be payable in advance for the entire Term upon execution of this Agreement. Licensee acknowledges and agrees that the license fee and update and content fee with respect to any license agreement available from MBUSA for the Software after the Term of this Agreement may vary and shall be established by MBUSA at its sole discretion. All payments must be made in U.S. currency and are exclusive of any taxes, duties and the like, all of which shall be paid by Licensee.

7. This License agreement shall continue in effect only so long as Licensee continues to run and make use of compact diagnostic equipment on which the Software is resident. This License shall terminate immediately upon the sale, transfer or assignment of the compact diagnostic equipment to any third party or upon Licensee's breach of any term or condition hereof.



8. MBUSA HAS NO CONTROL OF THE CONDITIONS UNDER WHICH LICENSEE USES THE SOFTWARE. THEREFORE, MBUSA CANNOT AND DOES NOT WARRANT THE RESULTS THAT MAY BE OBTAINED BY ITS USE. HOWEVER, MBUSA PROVIDES THE FOLLOWING LIMITED PERFORMANCE WARRANTIES:

a. MBUSA WARRANTS THAT THE MEDIA ON WHICH THE SOFTWARE IS RECORDED IS FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE. MBUSA WARRANTS THAT THE SOFTWARE ITSELF WILL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH ITS SPECIFICATIONS.

b. MBUSA WILL REPLACE ANY MEDIA WHICH PROVES DEFECTIVE IN MATERIAL OR WORKMANSHIP DURING THE WARRANTY PERIOD, WITHOUT CHARGE.

c. MBUSA WILL EITHER REPLACE OR REPAIR ANY SOFTWARE THAT DOES NOT PERFORM IN ACCORDANCE WITH ITS SPECIFICATIONS WITH A CORRECTED COPY OF THE SOFTWARE OR CORRECTIVE CODE OR INSTRUCTIONS AT MBUSA'S SOLE OPTION.

d. THE ABOVE WARRANTIES ARE MADE FOR THE TERM OF THIS LEASE AGREEMENT.

e. IF MBUSA IS UNABLE TO REPLACE THE DEFECTIVE MEDIA OR IF MBUSA IS UNABLE TO PROVIDE CORRECTED SOFTWARE WITHIN A REASONABLE TIME, MBUSA WILL REPLACE THE SOFTWARE WITH A FUNCTIONALLY SIMILAR PROGRAM.

f. MBUSA DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. THIS WARRANTY DOES NOT COVER ANY SOFTWARE WHICH HAS BEEN SUBJECTED TO ANY DAMAGE OR ABUSE. THE WARRANTY DOES NOT COVER ANY SOFTWARE WHICH HAS BEEN ALTERED OR CHANGED IN ANY WAY BY ANY ONE OTHER THAN MBUSA OR ITS AUTHORIZED REPRESENTATIVES.

THE REPRESENTATIONS AND WARRANTIES OF MBUSA SET FORTH IN THIS AGREEMENT WITH RESPECT TO THE SOFTWARE, IF ANY, ARE IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY ON BEHALF OF MBUSA OR ANY OF ITS PARENT, AFFILIATE AND SUBSIDIARY

ENTITIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED REPRESENTATIONS OR WARRANTIES OF MARKETABILITY OR FITNESS FOR A PARTICULAR USE WITH RESPECT TO THE SOFTWARE AND SAID OTHER REPRESENTATIONS AND WARRANTIES ARE HEREBY DISCLAIMED.

9. Any liability of MBUSA or any of its parent, affiliate and subsidiary entities and their respective officers, directors and employees (hereinafter "MBUSA and its affiliates") will be limited to Software replacement. In no event shall MBUSA or its affiliates be liable for any incidental, indirect, special or consequential damages (including without limitation, loss of profits, business interruption, loss or inaccuracy of information or the cost of procurement) arising out of the Software, even if MBUSA and its affiliates have been apprised of the possibility thereof. In no event shall MBUSA's and its affiliates' liability hereunder, whether in tort, contract or otherwise, exceed the payments actually made by Licensee to MBUSA under this License Agreement. Any action brought by Licensee against MBUSA or its affiliates with respect to the Software, irrespective of theory, must be brought within one (1) year of the date of occurrence of the event claimed to give rise to the cause of action.

10. For the duration of this license and while Licensee remains current in payment of applicable fees as required in Paragraph 6 hereof, MBUSA will maintain the Software to operate as specified in this Agreement, supply updated user guides and any improvements or modifications to the Software which are not charged for as options and which are made generally available to all of MBUSA's licensees.

11. The parties agree that a material breach of this Agreement adversely affecting MBUSA's and DAG's rights in the Software would cause irreparable harm for which monetary damages alone would be inadequate, and that MBUSA and/or DAG shall be entitled to equitable relief including injunction in addition to any remedies it may have hereunder or at law.

12. Licensee hereby acknowledges and agrees that it shall not by virtue of this Agreement or otherwise have title to the Software and documentation with respect thereto, said Software shall not be assigned, sub-leased, sub-licensed, rented, offered for sale, sold or disposed of by Licensee in any manner whatsoever or otherwise be given access to unauthorized third parties.

13. The terms and conditions stated herein shall constitute the complete and entire statement of the terms hereof and shall supersede all prior oral and written statements of any kind whatsoever made by the parties or their representatives. No statement in writing subsequent to the date hereof purporting to modify or add to the terms and conditions hereof shall be binding unless consented to in writing signed by a duly authorized representatives of Licensee and issued by MBUSA.

14. No waiver of any breach of any provision of this Agreement shall constitute a waiver of a prior, concurrent or subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative. In the event that any provision of this Agreement shall be declared by a court to be void or unenforceable, the validity of any other provision and of the entire Agreement shall not be affected thereby.

15. This Agreement is not intended, nor will it be deemed or construed, to create or confer any rights, including, by way of example, but not limitation, third party beneficiary rights, to any person or entity other than Licensee and MBUSA.

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey and is hereby entered into on _____, __, 20__.

IN WITNESS WHEREOF, this Agreement is hereby executed as of the date first above set forth.

MERCEDES-BENZ USA, LLC

By: _____

By: _____

(print name & title)

(print name & title)

(date)

(date)

Attest:

Attest:

MERCEDES-BENZ USA, LLC

By: _____

(print name & title)

(date)

Attest:



ATTACHMENT A

EQUIPMENT DESCRIPTIONS AND PURCHASE PRICE

- Compact4 / Compact4 MT/ with case (for : laptop with touch screen)
- Diagnostic multiplexer (SDconnect)
- Tablet PC with touchscreen to multiplexer connecting cable (5 m)
- Star Diagnosis cable, SDconnect multiplexer to vehicle (8-pin/monitoring)
- Star Diagnosis cable, SDconnect multiplexer to vehicle (14-pin)
- Star Diagnosis cable, SDconnect multiplexer to vehicle (16-pin)
- Star Diagnosis cable, SDconnect multiplexer to vehicle (38-pin)
- WIS CD set
- XENTRY/DAS/HHTWIN CD
- Complete cabling between vehicle and hardware components, for passenger cars
- Operating system Windows XP
- License for XENTRY, DAS, HHT.WIN
 - XENTRY, DAS, HHT.WIN software maintenance
 - XENTRY, DAS, HHT.WIN data updates
- Licence for WIS
 - WIS software maintenance
 - WIS data updates
- STAR Utilities

ATTACHMENT B

EQUIPMENT PURCHASED

In accordance with the terms and conditions of the attached Equipment Purchase Agreement, Customer hereby purchases from MBUSA, the following equipment:

<u>EQUIPMENT</u>	<u>ORDER #</u>	<u>DATE OF DELIVERY</u>
1 Star Diagnosis Compact4..... <input type="checkbox"/>		
Compact4 MT.... <input type="checkbox"/>		





Mercedes-Benz



Order Form (Aftermarket Customers)

Star Diagnosis Hardware

To: MBUSA, LLC

Your Data	Ordered By:		Your Comments	Date:
	Street:	City, State Zip		Sales Tax Ident. No.:
	Phone:	Fax:		Remarks:
	Customer Code: 7 0 5 / _ _ _ _ _	Contact Person:		

Delivery Address

Your Data	Ship to:				
	Street:		City, State Zip		
	Remarks:				
	Hardware Version:				
	Order Number:	Item Description	QTY	Single Price	Total Price (multiply single price by QTY)
	6511 7520 13	Star Diagnosis Compact ⁴ with SDconnect Multiplexer - Passenger Cars		\$20,232.00	
6511 7570 13	Star Diagnosis Compact ⁴ MT with SDconnect multiplexer - Passenger Cars		\$26,316.00		
				Sales Tax	
				Total	

Each **STAR DIAGNOSIS Compact⁴** or **Compact⁴ MT** order includes a one time WIS license fee. The order also includes 22 software updates of DAS and WIS.

The software update subscription must be renewed prior to receiving the 22nd update in order for the software update service to continue without interruption. The yearly fee for the subsequent year(s) for the software update subscription is \$7,270.00 for the Compact systems.

Please print
clearly and neatly
on this form

.....
Signature

.....
Date